Form 210A (10/06)

United States Bankruptcy Court District of Delaware

In re: W. R. Grace & Co., et al.,

Case No. 01-01139 et al. (Jointly Administered under Case No. 01-01139)

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

than for security, of the claim referenced in this evidence	e and notice.		
Name of Transferee: Fair Harbor Capital, LLC As assignee of Heidler Roofing Service Inc.	Name of Transferor: Heidler Roofing Service Inc.		
Name and Address where notices to transferee should be sent:	Amount	llaim # (if known): 38 t of Claim: \$16,600.0 aim Filed:	
Fair Harbor Capital, LLC Ansonia Finance Station	Name a	and Address of Trans	feror:
PO Box 237037 New York, NY 10023		Heidler Roofing Sen 1345 Spahn Ave York, PA 17403	vice Inc.
Phone:212 967 4035 Last Four Digits of Acct #:n/a	Phone: Last Fo	ur Digits of Acct.#:_	n/a
Name and Address where transferee payments should be sent (if different from above):			
Phone;n/a Last Four Digits of Acct #:n/a			
l declare under penalty of perjury that the information p best of my knowledge and belief,	rovided in this notic	ce is true and correct	to the
By: <u>[slFredric Glass</u>	Date: /	<u> April 6, 2010</u>	
Transferee/Transferee's Agent Penalty for making a false statement: Fine of up to \$500,000 or impr			152 & 3571.

United States Bankruptcy Court District of Delaware

In re:

W. R. Grace & Co., et al.,

Case No.

01-01139 et al. (Jointly Administered under Case No. 01-01139)

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 389 (if known)

was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security In the clerk's office of this court on April 6, 2010.

Name of Transferee: Fair Harbor Capital, LLC As assignee of Heidler Roofing Service Inc. Name of Alleged Transferor: Heidler Roofing Service Inc.

Fair Harber Capital, LLC Ansonia Finance Station PO Box 237037 New York, NY 10023

Name and Address of Alleged Transferor:

> Heidler Roofing Service Inc. 1345 Spahn Ave York, PA 17403

~DEADLINE TO OBJECT TO TRANSFER~

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:	
	Clerk of the Court

United Sintes Bankeuptey Court District of Delaware	X
in on W. R. Grace & Co., et al. Dabior	: Chapter 11 c Case Nos. DI-81139 et al., (Juintly Administred Under Case No. 01-01139) c Amount \$16,600.40
	THE RESIDENCE OF THE PART OF T

TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER DENOTICE

Bankruptcy Role 3000(c)

PLEASE TAKE NOTICE that the scheduled claim of Heldler Ronfing Service Lac ("Transferor") against the Dabler(a) in the amount of \$16,610.00. as fined within Schodule Foftin Schodule of Assets and Liebilities filed by the Debter(a), and all claims (including without limitation the Proof of Civily, if any, identified below and Transferor's rights to receive all interest, penalties, our physicals that it may be calified to receive an account of the assumption of any executory contract or losse soluted to the Claim and few, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party, together with voting and other rights and benefig tribing from, under or relating in any of the foregoing, and other property which may be paid or found by Debtor in satisfaction of the Cialm) of Templeon have been transferred and assigned other than for security to Fair Harbot Capital. LLC ("Transferee") in consideration of the sum of ю відлицію об бів Турахіваєв пр this document is evidence of the Transfer of the claims and all rights and benefits of Transferor relating to the warm. Transferor by Deland and talk transfer at the Claim for the purpose of collection and shall not be deemed. to create a security interest. Please note that Pair Harbor Capital, LLC is not obligated to tile any application, motion, Proof of Claim or other document with the Bankruntey Court with regard to your claim.

I, the undersigned Transferor of the above-described elaines, hearby assign and transfer my claims and all rights there under to the Transferor upon terms as sec forth in cover latter received. I represent and warmer that the citain is not less than \$16,600,00 and has not been proviously objected to, sold, or satisfied. Them notification by Transferce, I agree to reimburse Transferce a pro-rate portion of the purchase price if the clothe is reduced, objected to, or distillanced in whole or part by the Debiet, the Court, or may office party and Transferor represents and waterasts that there are no officers or thefences or professional payments that have been or may be asserted by or on behalf of Debter or any other party to ruduce the amount of the Claim or to impair its value.

Mes not (strike one) been duly and timely filled in the Proceedings (and a way copy of such Proof of A Proof of Ching Rus to the amount of 5 Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Transferer shall nevertheless be deemed the awarer of that Proof of Claim subject in the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is utilimately alloyed in an amount in excess of the amount parchased herein, Transferor is hereby determed to sell to Transferoe, and, of Transfered's option only. Transfered hereby agrees to purchase, the balance of said Claim at the same percentage of claim said herein and to exceed price the Claim amount specified above. Tomesferee shall comit such payment to Transferor upon Transferor's satisfaction that the Claim has been allowed in the blaker amount and is not subject to any objection by the Debtor.

1. Die understand Transferer hereby authorize Transferet to file a notice of transfer parametric Rule 3001 (c) of the Federal Rules of Bankruptey Procedure ("FRBP"), with respect to the Claim, while Transfere performs in the diligence on the Claim. Transferee, at its sole option, may subsequently transfer the Claim back to Transferor I due diligence is not satisfactory, in Transferoe's sale and absolute dimension pursuant to Itale 2001 (a) of the ERBP. In the event Translates transfers the Claim back to Transferor or withdraws the transfer, at such time both Transferor and Transferor release such other of all and any obligation of Impility regarding this Assignment of Claim. Transferor hereby polynowledges and consents to all of the terms set forth in this Tennific of Chain. and licroby writers (i) the right to rules only objection bereto, and (ii) the right to receive notice pursuant to Rule 3001 (a) of the FROP. Transferor hereby noknowledges that Transferee may at any time reassign the Claim, tagether with all right, title and interest of Transferee in and to this Transfer of Claim. All expresentation and warmentes made travels, shall survive the execution and delivery of this Transfer of Chain and may such an emigroment.

Other than stated above, Transferee assumes all risks associated with debtor's shifting to distribute funds. Transferer agrees to deliver to Pair Harbor Capital, IAC any correspondence or payments received subsequent to the thire Trimiferon signs this representation. The clothe of the court is supported to chemically address regarding the claim of the Transferor to that of the Transferor bided below. If Transferor falls to negotiate the distribution shock issued to Transferor on or before timety (90) days after issuence of such check, then Transferre shall wild the distribution check, the amount of each attribution to much check shall be deposited in Transferror's bank assessmit, and Transferor shall be automatically deemed to have symbol his Clean.

This Transfer of Circin shall be governed by and completed in accordance with the laws of the State of New York. Any action while under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Transferor convents to and confers personal jurisdiction over Transferor by such court or courts and agrees that service of process may be upon Transferor by carding a copy of said process to Transferor at the address set finth in this Assignment of Claim, and in any action becauser Transferor waives the right to demand a riol by Jury. Transferor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Transferce has paid for the Claim, Transferar shall immediately remit to Transfere all monies paid by Transferes in regard to the Claim and evenerable of the Claim shall revert back to Tangbur.

TRANSFEROR: Heidler Roofing Service Inc 1345 Spales Ave York, PA 17403 Signatura: Advances Updated Address (** Phones 24

TRANSPERED: Fair Harbor Copyrol, LLC 1841 Broadway, Suite 1007 New York, NY 10023

Signature

Metaber Fold Harber Capital, LT C